

010071

ORIGINAL

AGREEMENT NO. 010071

CRUISE LINES INTERNATIONAL ASSOCIATION

AGREEMENT NO. 010071-4

The undersigned parties hereby agree to modify FMC Agreement No. 010071, as heretofore amended, by adding to the Agreement the underscored language appearing on First Revised Page 1 and Second Revised Page 5 of the Agreement as appended hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18 day of April, 1985.*

AMERICAN CRUISE LINES
Edward Schmelzer
Celeste Gromala, Mktg. Manager

COMMODORE CRUISE LINE, LTD.
Edward Schmelzer
Ivo Leon, Exec. Vice President

AMERICAN HAWAII CRUISES
Edward Schmelzer
William H. Jesse, Jr.
Chief Executive Officer

COSTA CRUISES
Edward Schmelzer
Howard Fine, President

BAHAMA CRUISE LINE, INC.
Edward Schmelzer
Julio Del Valle, President

CUNARD LINE LTD.
Edward Schmelzer
James R. Sullivan, Sr. V.P.

CARNIVAL CRUISE LINES
Edward Schmelzer
Robert H. Dickinson, Sr. V.P. -
Marketing - Sales

CUNARD/NORWEGIAN AMERICAN CRUISES
Edward Schmelzer
James R. Sullivan, Sr. V.P.

DELTA QUEEN STEAMBOAT CO.

Edward Schmeltzer
Frank Fried, President

EASTERN/WESTERN CRUISE LINES

Edward Schmeltzer
B.A. Chabot, President

EPIROTIKI LINES, INC.

Edward Schmeltzer
Kevin McCoy, V.P. Sales

HELLENIC MEDITERRANEAN LINES

Edward Schmeltzer
Ralph Hartl, Chief Exec. Officer

HOLLAND AMERICA WESTOURS

Edward Schmeltzer
Cees Tensen, V.P.

HOME LINES CRUISES INC.

Edward Schmeltzer
F.G. Stafilopatis, President

NORWEGIAN CARIBBEAN LINES

Edward Schmeltzer
Ronald J. Zeller, President

OCEAN CRUISE LINES, INC.

Edward Schmeltzer
H.R. Williams, President

PAQUET CRUISES, INC.

Edward Schmeltzer
Ruthanne Devlin, V.P.
Marketing & Planning

PEARL CRUISES OF SCANDINAVIA, INC.

Edward Schmeltzer
J.H. Paus, President

PREMIER CRUISE LINES

Edward Schmeltzer
Bruce Nierenberg, Exec. V.P.

PRINCESS CRUISES

Edward Schmeltzer
Michael H. Hannan, Exec. V.P.,
Marketing

ROYAL CARIBBEAN CRUISE LINE, INC.

Edward Schmeltzer
Roderick McLeod, V.P. -
Sales - Marketing

ROYAL CRUISE LINE

Edward Schmeltzer
Richard Revnes, President

ROYAL VIKING LINE

Edward Schmeltzer
Warren S. Titus, Chairman

SITMAR CRUISES

Edward Schmeltzer
J.P. Bland, President
Chief Exec. Officer

SUN LINE CRUISES

Edward Schmeltzer
George A. Sotir, President

* Edward Schmeltzer, pursuant to letter authorizations, has signed as attorney in fact for each of the officers of member lines listed above.

AGREEMENT NO. 10071-2
CRUISE LINES INTERNATIONAL ASSOCIATION

ARTICLE A
NAME, PURPOSE, AUTHORITY AND ORGANIZATION

1. NAME.

This Association shall be known as the Cruise Lines International Association with headquarters in the U.S.A.

2. PURPOSES.

A. The purposes of the Association are:

(1). To provide a forum where companies engaged in the marketing of the cruise and passenger liner industry in North America can meet and discuss matters of common interest and develop and agree on activities aimed at promoting and marketing the concept of shipboard holidays;

(2). To represent its Members' views in dealings with Conferences, Associations and/or Agencies of United States, local or foreign governments in matters related to marketing passenger liner or cruise vessels;

(3). To represent Member Companies in matters relating to financial responsibility coverage and education of Independent Travel Agencies.

B. Membership in any other association shall not preclude Membership in this Association. However, the Association may provide for consultation and cooperation with other Conferences, Organizations or Associations, and will utilize its best efforts to provide travel agents and interested travel agent associations with reasonable opportunities for dialogue and presentation of views, always reserving freedom of action, and subject, as appropriate, to the provisions of Article D. The areas of promotion and/or marketing which the Association may implement either on its own or in cooperation with other associations shall include:

may be derived by way of new Member Companies or by way of investment earnings shall not be used to balance the budget nor should they be considered available for any additional spending.

7A. TRAVEL TRADE MEETINGS.

Meetings of representatives of the travel trade industry (Travel Trade Meetings) shall be convened at least annually for the purpose of discussing matters covered by the Association's charter which are of mutual importance to the Association and Independent Travel Agents. The Executive Director of the Association shall notice the meetings to all Member Companies and serve as Secretary under the direction of the Chairman of the Association. The Chairman of the Association shall chair Travel Trade Meetings.

Travel Trade Meetings shall be attended by the officers of the Association, and by a representative of any other Member Companies as may wish to attend. In addition, the following organizations shall each be invited to send one representative to every Travel Trade Meeting:

American Society of Travel Agents
Association of Retail Travel Agents
American Automobile Association
Alliance of Canadian Travel Associations

7B. PROMOTIONAL, EDUCATIONAL AND TRAVEL AGENCY TRAINING PROGRAMS.

The Association may agree from time to time to establish cruise industry promotional, educational and travel agency training programs and may allow travel agents listed in CLIA's Master List of Independent Travel Agents to participate in such programs at reduced rates.

8. AMENDMENTS.

This Agreement may be amended by agreement of at least 75 percent of the total number of Member Companies. No such amendment shall become effective unless and until approved by the Federal Maritime Commission.

202-010071-004

ORIGINAL

TITLE PAGE

1. AGREEMENT BETWEEN THE MEMBER LINES OF THE CRUISE LINES INTERNATIONAL ASSOCIATION.
2. FEDERAL MARITIME COMMISSION NUMBER 10071.
3. THE GENERIC CLASSIFICATION OF THIS AGREEMENT IN CONFORMITY WITH 46 C.F.R. Section 572.104 IS A COOPERATIVE WORKING AGREEMENT AMONG PASSENGER CRUISE CARRIERS.
4. NOT APPLICABLE.
5. NONE.

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ARTICLE 1 - FULL NAME OF THE AGREEMENT

The full name of the Agreement shall be "The Cruise Lines International Association Agreement."

ARTICLE 2 - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to continue an Association which will act pursuant to authority granted the Members under Article 5 of this Agreement.

ARTICLE 3 - PARTIES TO THE AGREEMENT

The parties to this Agreement are:

AMERICAN CURISE LINES	HOME LINES CRUISES INC.
AMERICAN HAWAII CRUISES	NORWEGIAN CARIBBEAN LINES
BAHAMA CRUISE LINE, INC.	OCEAN CRUISE LINES, INC.
CARNIVAL CRUISE LINES	PAQUET CRUISES, INC.
COMMODORE CRUISE LINE, LTD.	PEARL CRUISES OF SCANDINAVIA, INC.
COSTA CRUISES	PREMIER CRUISE LINES
CUNARD LINE LTD.	PRINCESS CRUISES
CUNARD/NORWEGIAN AMERICAN CRUISES	ROYAL CARIBBEAN CRUISE LINE, INC.
DELTA QUEEN STEAMBOAT CO.	ROYAL CRUISE LINE
EASTERN/WESTERN CRUISE LINES	ROYAL VIKING LINE
EPIROTIKI LINES, INC.	SITMAR CRUISES
HELLENIC MEDITTERANEAN LINES	SUN LINE CRUISES
HOLLAND AMERICA WESTOURS	

ARTICLE 4 - GEOGRAPHIC SCOPE OF THE AGREEMENT

The Association defines its scope by reference to the market served rather than the geographical location of the voyages concerned. Any voyage in respect of which a marketing effort is made in North America falls within the scope of the Association. It is understood that approval of this Agreement by the FMC pursuant to the Shipping Act, 1984, extends only to activities in connection with voyages on which passengers embark or disembark at a United States port.

This Agreement shall apply in respect of the relationship between the Member Companies of this Agreement and Independent Travel Agents in the United States and Canada, as set out in Appendix A.

ARTICLE 5 - AGREEMENT AUTHORITY

The Member Companies of this Association agree:

A. The Association will --

(1). Provide a forum where companies engaged in the marketing of the cruise and passenger liner industry in North America can meet and discuss matters of common interest and develop and agree on activities aimed at promoting and marketing the concept of shipboard holidays;

(2). Represent its Members' views in dealings with Conferences, Associations and/or Agencies of United States, local or foreign governments in matters related to marketing passenger liner or cruise vessels;

(3). Represent Member Companies in matters relating to financial responsibility coverage and education of Independent Travel Agencies.

B. Membership in any other association shall not preclude Membership in this Association. However, the Association may provide for consultation and cooperation with other Conferences, Organizations or Associations, and will utilize its best efforts to provide travel agents and interested travel agent associations with reasonable opportunities for dialogue and presentation of views, always reserving freedom of action, and subject, as appropriate, to the provisions of Article D. The areas of promotion and/or marketing which the Association may implement either on its own or in cooperation with other associations shall include:

- (1). Agency Training;
- (2). Public Relations;
- (3). Advertising;
- (4). Market Research;

however, participation in any such programs shall not limit the right of any Member Company to take independent action.

C. Members of the Association may discuss with each other matters, other than specific rate activities, beyond the authority of this Agreement and within the ambit of the Shipping Act, 1984, with a view to filing modifications to this Agreement with the Federal Maritime Commission. No such modifications will be implemented prior to approval under the Shipping Act, 1984.

ARTICLE 5 - AGREEMENT AUTHORITY (CONTINUED)

D. Member Companies shall notify the Association of the default of an agency or the employment by an agency of any ex-agent, ex-officer or ex-clerk of an agency previously declared in default.

E. The organization of the Association will be as shown in Appendix B.

F. Meetings of representatives of the travel trade industry (Travel Trade Meetings) shall be convened at least annually for the purpose of discussing matters covered by the Association's charter which are of mutual importance to the Association and Independent Travel Agents. The Executive Director of the Association shall notice the meetings to all Member Companies and serve as Secretary under the direction of the Chairman of the Association. The Chairman of the Association shall chair Travel Trade Meetings.

Travel Trade Meetings shall be attended by the officers of the Association, and by a representative of any other Member Companies as may wish to attend. In addition, the following organizations shall each be invited to send one representative to every Travel Trade Meeting:

American Society of Travel Agents
Association of Retail Travel Agents
American Automobile Association
Alliance of Canadian Travel Associations

G. The Association may agree from time to time to establish cruise industry promotional, educational and travel agency training programs and may allow travel agents listed in the Association's Master List of Independent Travel Agents to participate in such programs at reduced rates.

ARTICLE 6 - OFFICIALS OF AGREEMENT AND DELEGATION OF AUTHORITY

The Member Companies shall authorize individuals to file amendments to this Agreement or any other papers or documents related to this Agreement.

ARTICLE 7 - MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION1. ELIGIBILITY.

Any company (as defined below) is eligible to be a Member provided it (a) is engaged in passenger liner or cruise ship marketing, within the scope defined in Article B hereof, on behalf of a company which operates, or demonstrates an intention in good faith to operate, within twelve (12) months of application, one or more cruise vessels carrying passengers on cruises of at least three days' duration, which vessels (1) are at least 2,500 gross registered tons or equivalent British Registered Tons, whichever is larger, and have a capacity of at least 100 passengers per voyage or (2) have a capacity of at least 80 passengers per voyage, are at least 150 feet overall length, and have a fleet capacity of at least 5,000 passengers per year and (b) meets the conditions stated below in this Article C.

"Member Company" as used herein refers to a specific trade name under which a passenger liner or cruise ship (or ships) is operated and marketed. If the same entity or a parent, subsidiary, affiliate, branch or division thereof operates and markets such ships under more than one trade name, each such trade name operation must meet the qualifications for Membership and those so qualifying will be granted separate Memberships.

No application shall be refused except for just cause and any such refusal shall be immediately reported to the Federal Maritime Commission with the reasons therefor.

2. ADMISSION AND FEES.

New applicants for Membership which meet the foregoing qualifications will be accepted in the Association and become Member Companies upon signing a counterpart of this Agreement and upon satisfying the financial obligations, as set forth from time to time in the Members Fee Schedule adopted by the Membership.

3. EXPULSION AND WITHDRAWAL.

A. No Member can be expelled except for failure to abide by the terms and conditions of Membership in the Association.

B. Upon recommendation by the Managing Committee, a Member Company may be expelled by majority vote at any duly convened Membership meeting for such failure, provided that thirty (30) days advance written notice shall have been given to

ARTICLE 7 - MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION
(CONTINUED)

such Member Company setting forth the intention to propose expulsion, the reasons therefor, and the right to appear and be heard at the meeting at which such expulsion shall be proposed.

Any Member Company shall be free to act independently as to remuneration, choice, and commercial or other relationships with Independent Travel Agents, including those not on the Master List of Independent Travel Agents, without affecting full membership rights under this Agreement.

C. Any Member Company may withdraw from the Association by notifying the Association of its intent to do so in writing. Withdrawal shall be deemed effective thirty (30) days from receipt by the Association of such notice of withdrawal.

4. EFFECT OF WITHDRAWAL OR EXPULSION.

Any Member Company withdrawing or being expelled shall not be entitled to the refund of any part of the operation and maintenance expenses apportioned for the fiscal year concerned. The same will apply in respect of additional funding which has been assessed, notwithstanding the fact that total utilization of such supplemental funding may post-date the effective date of withdrawal or expulsion.

5. READMISSION.

Any Member Company which voluntarily withdraws may qualify for readmission under Article C.2, and, if its readmission occurs during the year of its voluntary withdrawal, a second annual assessment shall not apply. An expelled Member Company may qualify for readmission by correction or elimination, as appropriate, of whatever cause or condition resulted in expulsion, and/or by payment of any liquidated damages that may have been assessed, and by reapplication in accordance with Article 7(2) of this Agreement.

ARTICLE 8 - VOTING AND AMENDMENTS

A. The various voting requirements are set out in Appendix B.

B. This Agreement may be amended by agreement of at least seventy-five percent (75%) of the total number of Member Companies. No such amendment shall become effective unless and until approved by the Federal Maritime Commission.

ARTICLE 9 - DURATION AND TERMINATION OF THE AGREEMENT

A. Duration: This Agreement has been in effect since June 6, 1984. The Agreement shall continue in effect indefinitely unless terminated by the parties pursuant to the terms of this Agreement.

B. Termination: This Agreement may be terminated at any time by mutual agreement of the parties.

APPENDIX A

INDEPENDENT TRAVEL AGENTS

1. DEFINITION.

For purposes of this Agreement, an Independent Travel Agent (hereinafter "Agent" or "Agency") is defined as any person, entity or department of an entity that is engaged in the business of selling travel or travel related services.

2. RULES AND UNIFORM AGENCY AGREEMENT.

To protect and safeguard the general public and their own interests, the Member Companies hereby adopt, and make binding between themselves, and in their relationship with Agencies, the following:

1. Rules Affecting Independent Travel Agents; and
2. Uniform Agency Agreement.

APPENDIX A (CONTINUED)1. RULES AFFECTING INDEPENDENT TRAVEL AGENTSRULE (1). REQUIREMENTS.

Any person, firm or corporation applying for listing on the Master List of Independent Travel Agents shall be so listed by the Association only after the requirements prescribed in these Rules have been fulfilled.

(a). Application Form. An applicant for listing shall submit a duly completed and executed written application, in a form prescribed by the Association, which shall include evidence of compliance with the requirements of the Association's Plan for Sustaining Performance of Listed Travel Agents (hereinafter the "Plan"), be accepted under such Plan, and, once accepted, continue to be acceptable. Should an applicant be unable to meet the requirements of such Plan, or should coverage under the Plan subsequently be cancelled, the Agent may, provided it is not otherwise in default of the Uniform Agency Agreement, reapply for such listing by supplying its own bond at its own cost. Such bond must be written by a bonding company acceptable to the Association, in terms acceptable to the Association.

(b). Agency Fees. An application fee of U.S. \$25.00, and an Annual Agency Fee of U.S. \$75.00, the levels of which may be changed from time to time by the Association, shall be collected for each location at the time of application and annually thereafter. Agencies notified of listing during the first nine (9) months of any fiscal year shall pay the full annual fee; agencies notified during the last three (3) months of any fiscal year shall pay the full annual fee which shall be credited for the full ensuing fiscal year. Agency Fees (non-refundable) shall be collected on or before the commencement of each fiscal year and the Association shall thereafter promptly give notice to any Agency from whom it has not received an Annual Agency Fee. Such notice shall include a final notice for payment, and failure to remit within the time specified will subject the Agency concerned to automatic termination without further notice. Reinstatement can be effected, as of the date of postmark of the delinquent payment, by mailing to the Association the amount of such payment, plus a sum equal to one-half the Annual Agency Fee; said sum being acknowledged by the Association and by the involved Agency as constituting liquidating damages for such delinquency to be applied because the amount of actual damages would be difficult if not impossible to ascertain.

APPENDIX A (CONTINUED)

(c). Waiver of Claims for Defamation, Libel or Slander. Every application for listing on the Master List of Independent Travel Agent, shall include an express waiver of any and all claims, causes of action or rights to recovery against any Member Company and/or against the Association, their respective officers, employees, agents or servants, for any loss, injury or damage based upon defamation, libel or slander by reason of publication in good faith of any writing or communication with respect to any matter involved with the processing of the application.

(d). Consideration of Application. When an applicant has complied with the Rules, its name shall be placed on the Master List of Independent Travel Agents and it shall be promptly notified of that action. In the event an application is denied, notice shall be given containing the reasons for such denial.

RULE (2). PLAN FOR SECURING PERFORMANCE OF LISTED TRAVEL AGENTS.

The Association will arrange coverage to secure the performance by Listed Travel Agents of their obligations to Members under the Uniform Agency Agreements, by either engaging a bonding company or establishing a Security Fund under the direction of an Administrator. Such Plan may, from time to time, be changed by the Association. The original Plan, and any changes, shall be promptly forwarded to the Federal Maritime Commission.

RULE (3). TICKETING, REMITTANCES, AND REMUNERATION.

All ticketing, remittances and remuneration shall be in accordance with each individual Member Company's policies and/or documentation.

RULE (4). ADVERTISING AND PROMOTION.

In its advertising and promotion, each listed Agency shall abide by the following:

(a). Definition. The terms "advertising" and "promotion" shall mean notices by any public form of announcement with regard to the development of the business of one or more Member Company.

(b). Listing of Agency. Any listed agency may utilize the CLIA logo on its advertising, letterhead, office signs, telephone directories, or otherwise.

APPENDIX A (CONTINUED)(c). Textual Content and Responsibility.

All advertising shall conform to truth and proper advertising practices. The Agency will be responsible for accuracy, validity and compliance with applicable governmental requirements on all of its advertising.

RULE (5). CHANGES AFFECTING AGENCIES.(a). Notice of Change of Agency Status.

(i). Notice of any material change in the status of any Agency must be submitted by the Agency involved to the Association at least thirty (30) days before the effective date of such change, with a request for continued listing on the Association's Master List of Independent Travel Agents, provided that, where a change is made necessary by emergency conditions which are neither foreseeable by, nor under the control of the Agent, such notice need not be submitted in advance but as promptly as possible. Listing will be continued if the proposed change is in accordance with the requirements set forth in these Rules and the Agency shall be notified in writing of the action taken.

(ii). Any request for continued listing after a change of ownership of an Agency shall be granted if it is shown that the new owner meets the requirements for Agency listing.

(iii). An Agency will continue to be listed after a change of Agency status which affects coverage under the Association's Plan for Securing Performance only after it has shown that it continues to meet the requirements for continued coverage. If the bonding company or Administrator refuses to continue coverage, the Agency will be promptly notified.

(b). Collection of Agency Fees. When the Association is notified of a change affecting ownership, a new Annual Agency Fee will be collected from the new owners for each Agency location affected in cases in which there is a change in the form of ownership or in control, or the ability to control, management of the Agency.

RULE (6). DISQUALIFICATION OF AGENCIES.

(a). Default. Each of the following events shall constitute a default and, thereby, subject the Agency Agreement to immediate cancellation:

APPENDIX A (CONTINUED)

(i). If an Agency is dissolved, adjudged bankrupt, made an assignment for the benefit of its creditors, has a receiver appointed, fails to return to the purchaser gross monies collected which are due the purchaser resulting from the cancellation, unless otherwise agreed by the Independent Travel Agent and the purchaser at the inception of the transaction, is insolvent or generally fails to pay its debts as they become due, fails to remit any amount due to any Member Company, or is known to be missing, to have absconded or to have gone out of business;

(ii). Failure of the Agency to pay the Annual Agency Fee;

(iii). Cancellation of coverage under the Plan or failure of the Agency to comply with the requirements for coverage under the Plan;

(iv). Failure to answer within twenty (20) days of receipt of certified or registered letters, return receipt requested, issued by any Member Company or the Association pursuant to these rules;

(v). Failure to maintain the requirements applicable to Agencies in these Rules or to maintain any provisions of the Uniform Agency Agreement not otherwise specified above.

(b). Effect of Default. A declaration of default against an Agency under the provisions of Rule (6)(a) shall be deemed cause for cancellation. Prior to any action on such cancellation, the Agent shall be notified of the alleged violation, and shall be granted a reasonable opportunity to request a hearing, at which he may confront those making the charge of said violation and present his case. Should it be proven to the satisfaction of the Association's Committee of Standards that the violation has been committed, the Member Companies and the Agent shall simultaneously be notified that the Agency Agreement is cancelled. Said notice shall state the reasons therefor. A declaration of default against an Agency under the provisions of Rule (6)(a) shall be deemed just cause for the immediate removal of that Agency's name from the Master List. When such an Agency is a corporation, each officer thereof and location thereof shall likewise be considered in default.

(c). Opportunity for Review. Notice of any default shall be given to the Agency by registered or certified mail, return receipt requested. Within fifteen (15) days after such notice of any default, the Agency concerned may request a review and/or reinstatement as provided for in Rule (8).

APPENDIX A (CONTINUED)

(d). Collection of Lines' Documents. In the event of default by an Agency, the Association shall arrange to collect from that Agency all tickets or other documents of Member Companies which have been held by the Agency, at the direction of individual Member Companies.

(e). Reinstatement and Redesignation of an Agency Subsequent to Default. An Agency cancelled and removed from the Master List of Independent Travel Agents and not reinstated to such list by the review procedure provided in Rule (8), may thereafter be accepted only after compliance with the following conditions:

(i). In the event of a default under paragraph (i) of Rule (6)(a), only if the Agency settles all claims in full and if reinstatement of coverage under the Plan is agreed to by the bonding company or Administrator.

(ii). In the event of a default under paragraph (ii) of Rule (6)(a), upon receipt by the Association of delinquent payment, plus a sum equal to one-half the Annual Agency Fee, which shall be agreed to by the Association and the involved Agency as constituting liquidated damages for such delinquency made necessary by the fact that actual damages would be difficult if not impossible to ascertain;

(iii). In the event of a default under paragraph (iii) of Rule (6)(a), upon reinstatement of coverage.

(iv). In the event of a default under paragraphs (iv) or (v) of Rule (6)(a), in accordance with the decision reached pursuant to the review procedure set forth below.

(f). Non-Listed Agencies. Nothing in this Rule shall preclude any Travel Agency, including an Agency not on the Master List of Independent Travel Agents, and a Member Company or Companies from doing business with one another on any terms to which they agree.

RULE (7). TERMINATION OF LISTING.

The Agency may request its name be removed from the Master List at any time and the Association will remove the name of the Agency within fifteen (15) days after receipt of such request.

APPENDIX A (CONTINUED)RULE (8). REVIEW.

Any request by an Agency for review must be accompanied by a written answer to the notice from the Association. If there are disputed issues of fact or law, representatives of the Agency may appear in person before a Review Board with full opportunity to confront those who made the charges and to adduce evidence to refute them. Statements and other evidence submitted by the Association and the Agency shall be considered, and a final written decision will be furnished to interested governmental bodies as well as to the parties concerned.

RULE (9). REVIEW BOARD.

The Review Board shall consist of one representative chosen by the Agency declared in default, one representative designated by the Association, and a third mutually acceptable party. If mutual acceptance cannot be obtained, the third party shall be designated by the American Arbitration Association.

RULE (10). NOTICES.

Any notice to an Agency shall be sufficient if sent by certified or registered mail, return receipt requested, and addressed to the address of such Agency as indicated on the Master List.

RULE (11). CLAIMS.

(a). Filing Claims. Proof of all claims against an Agency shall be filed in the original with the Association and five (5) copies shall be filed with the bonding company or Administrator. Copies of all subsequent letters pertaining to such claims shall be sent via the Association.

(b). Claims to be for Net Amount of Sales. All claims filed under the Plan shall be for the net amount of sales. Any remuneration due to the Agency after declaration of default shall be considered as salvage to the bonding company or Administrator paying the claim. Remuneration earned but not paid to an Agency prior to its default where the Members involved have not suffered a loss shall also be payable to the bonding company or Administrator as salvage. The check of the Member Company for the appropriate amount thereof, payable to the order of the bonding company or Administrator, shall be forwarded to the Association for appropriate record and for transmission to the bonding company or Administrator which will hold the Members harmless in connection with any subsequent claim made or action taken by the defaulting Agency for recovery of such remuneration.

APPENDIX A (CONTINUED)

(c). Claims for losses incurred through designated Agencies and not paid by the bonding company or Administrator solely because such claim(s) exceed the bonding company's limit of financial liability, may be filed with and paid by the Association in accordance with such procedures as the Managing Committee may determine.

APPENDIX A (CONTINUED)2. UNIFORM AGENCY AGREEMENT

AN AGREEMENT made and entered into this ____ day of _____, 19__ between the Cruise Lines International Association (hereinafter referred to as the "Association"), acting as Agent for the Member Companies of the Association (hereinafter referred to as the "Member(s)", and

Corporate Name or Full Name(s)
of Proprietor-Owner or Partner-
Owners, as appropriate _____

doing business as (Trade or
Fictitious name, if any) _____

having its (his) (her) (their)
place of business located at _____

(hereinafter referred to as the "Independent Travel Agent" or the
"Agency").

(1). Effectiveness. This Agreement shall become effective between the Independent Agent, and the Members of the Association as from the date of counter-signature.

(2). Compliance with Terms of Agreement. The Agency shall comply with all Rules Affecting Independent Travel Agents (which shall have been read and are hereby agreed to and made a part hereof), and shall be entitled to utilize the educational and bonding programs of the Association in accordance with the specific terms of each such program.

(3). Agency Responsibilities. It is agreed that in its relationships with the Association and its Members, the Agency shall:

(a). Hold in trust for the Member, any and all of its passage tickets, deposit receipts, orders, documents or other forms which may be supplied to the Agency, or its officers or employees, for delivery and/or sale;

(b). Hold in trust for the Member all funds received and/or collected on behalf of the Member and remit same to the Member;

APPENDIX A (CONTINUED)

(c). Keep up-to-date accounts of all transactions relating to the Agency and, upon reasonable demand, return to the Member or the Association, all unsold tickets, deposit receipts and other proprietary documents;

(d). Allow for all records relating to individual Member Company transactions with the Agency to be inspected by the individual Member Company or its duly authorized representative at any time during normal business hours;

(e). Indemnify and hold the Member harmless for any losses which may be sustained by the Member as a result of the relationship created hereunder, including, but not limited to, any such loss occasioned by the loss, theft or destruction of any forms, tickets or documents, proceeds of sale, deposits and/or other funds belonging to or being held in trust for the Member. The Agency shall not be liable for consequences attendant upon the loss of any forms, tickets or documents subsequent to receipt by the Member of written notice of such loss at its principal office in the United States. This indemnity provision shall apply to losses occasioned by burglary, theft, misplacement, mysterious disappearance and/or the insolvency of either a purchaser of documents, tickets or forms or of a depository of funds. If the loss is occasioned by the insolvency of a third party and, if the Agency has exercised due care and prudent judgment in placing funds with or extending credit to such third party, the Agency's obligations under this clause shall be discharged by subrogating the Member to all rights against such third party which the Agency may have had. In connection with its obligations under this clause, the Agency shall maintain membership in the Association's plan for Securing Performance of Listed Travel Agents.

(4). Mandatory Coverage and Fee Payment. This Agreement shall not become nor remain effective unless and until all necessary forms and all acts required of the Agency in connection with requirements for coverage under the Plan and for payments are completed.

(5). Modification of Agency Agreement. Modification of the terms of this Agreement is not permitted.

(6). Annual Renewal of Listing Agreement. This Agreement shall be renewed annually by the payment of the Annual Agency Fee (non-refundable) as required by the Association. Upon failure to pay said annual fee, this Agreement shall terminate immediately.

(7). Relief from Recourse. The Agency hereby renounces for itself and its successors and assigns, all rights of recourse against the Association or any of its Members, their

APPENDIX A (CONTINUED)

respective officers, employees, agents, or servants, for any loss, injury or damage suffered as a result of any action taken by any of them in good faith with regard to the annexed Rules or the cancellation of this Agreement.

(8). Waiver of Libel. The Agency shall expressly waive any and all claims, causes of action or rights to recovery and shall agree to indemnify and hold harmless the Association and any of its Members, their respective officers, employees, agents, or servants, for any loss, injury or damage based upon libel, slander or defamation of character by reason of publication in good faith of asserted grounds for disqualification or violation for which the Agency may be terminated.

(9). Failure of the Member to Act Upon any Default. A failure by the Member to avail itself of or act upon any default on the part of the Agency for any acts or omissions in violation of the terms and conditions hereof shall not be deemed a waiver by the Association or the Member nor a general waiver of any such acts or omissions; and a waiver by the Association or the Member in respect of one or any number of acts or omissions by the Agency shall not be deemed to operate as a relinquishment of any rights against the Agency or a waiver in respect of any other acts or omissions by the Agency.

(10). Rights Several, Not Joint. The rights, powers, privileges, immunities and duties of the Members of this Agreement are several and not joint.

(11). Termination. This Agreement may be terminated in accordance with the Rules as between the Association and the Agency by a notice to that effect sent by certified or registered mail. Such notice shall take effect immediately upon receipt. Termination shall not affect and shall not relieve any party of any rights or obligations accrued prior thereto.

(12). Acceptance of Agreement. This Agreement is hereby issued and accepted by both the applicant Agency and the Association, and is subject to all of the foregoing terms and conditions including the Rules Affecting Independent Travel Agents, it being understood that the Agency will at all times maintain ethical standards of business in all dealings with purchasers of tickets, with the Association, and with the Members.

APPENDIX A (CONTINUED)

IN WITNESS WHEREOF:

Independent Travel AgentAssociation

Signature

Typed Name

Title

Corporate or
Trade Name
of Agency

Witness

APPENDIX B1. ORGANIZATION.

A. Managing Committee. The governing body of the Association shall be the Managing Committee which shall consist of a designated representative of each Member Company who shall be empowered to act and make binding decisions on behalf of his company.

B. Officers. A Chairman, Deputy-Chairmen, and such other officers as may be required shall be elected from among the Member Companies by the Managing Committee and each shall serve a term of office of 24 months and may be re-elected for one continuing term.

C. Committees.

(1). Marketing Committee. There shall be a Marketing Committee, comprised of representatives of Member Companies, which will provide for geographic and product representation. The Marketing Committee Members shall select their own Chairman. All Members of the Marketing Committee may serve for successive one-year terms. Although the Managing Committee is the governing body of the Association and as such is the ultimate decision-making authority, the Marketing Committee has the authority to implement programs it has planned which have been conceptually approved by the Managing Committee.

(2). Other Committees. Additional standing or temporary committees may be created and assigned duties by the Managing Committee as considered necessary. Unless otherwise agreed, the findings of such additional committees shall be recommendatory only.

D. Staff Officers. The Managing Committee may appoint Staff Officers of the Association who shall be employees of the Association. Under the direction of the Managing Committee and/or the Marketing Committee, as appropriate, they shall be responsible for fulfillment of such assigned duties as are consistent with the purposes of the Agreement.

E. Meetings, Quorum, Decisions, Minutes. At least two Managing Committee meetings shall be held each year at a time, date and place as agreed. Ordinarily, meetings will be held at the call of the Managing Committee Chairman. However, any Member Company, with the endorsement of at least two other Member Companies, or a Staff Officer, with the endorsement of the Managing Committee Chairman, may request a special meeting of the Managing Committee for a specific purpose. Upon receipt by a Staff Officer of such a request (or upon receipt of the Chairman's approval of a Staff Officer's request), a meeting will

APPENDIX B (CONTINUED)

be convened within thirty (30) days. Every effort will be made to assure receipt by Members of docketed agenda items at least ten (10) days prior to the meeting. If agreed, additional items not docketed may be discussed. Decisive actions of the Managing Committee shall be considered confirmed when taken. Quorums shall consist of two-thirds of the Member Companies. If the Member Company seeking the meeting so stipulates, the meeting shall be held without a quorum. However, no action may be taken without the agreement of at least three-quarters of the total Member Companies of the Association unless otherwise specifically provided herein. A report of all meetings within the scope of this Agreement, specifying any action taken, including action resulting from mail or telephone ballot, shall be prepared and promptly transmitted to the Federal Maritime Commission.

2. OPERATION AND MAINTENANCE EXPENSE.

The Association's fiscal year shall coincide with the calendar year. The cost of the operation and maintenance of the Association shall be supported by annual assessment among the Member Companies, which shall be paid in advance on or before January 1 of each year, and by collection of annual fees from Independent Travel Agents, both of which shall be at levels fixed by the Managing Committee. Companies joining the Association shall be guided by Article C.2 herein in respect of financial responsibility. If additional funding is required, a Member Company may elect to abstain from participation in any activity which necessitated such additional funding and be relieved from contributing thereto.

3. NOTICES.

Any period of notice provided for in the Agreement shall be given in writing and shall commence upon date of receipt.

4. FINANCIAL RESPONSIBILITY.

A. The Marketing Committee will present its recommendation for an overall annual budget to the Managing Committee for its approval. Once approved, the Marketing Committee has the authority to effect lateral shifts in funding provided such shifts:

(1). Are within the same broad activity (i.e., within the broad scope of training activities, or within the broad scope of public relations, and the like, but not from training activities to public relations, or vice versa, and the like);

(2). Do not raise the level of the overall approved budget.

APPENDIX B (CONTINUED)

B. Should the Marketing Committee discover training and/or promotional opportunities or the expansion of existing programs which it proposes to have funded after the overall budget has been approved by the Managing Committee, such funding can be assumed, provided the level of the overall budget is not increased by more than five percent (5%).

C. Should such opportunities or expansions result in an increase in the level of the overall budget of more than five percent (5%), the Chairman of the Marketing Committee will issue a memorandum to the Chairman and Deputy Chairmen of the Managing Committee setting forth the amount of additional funding requested and suitable explanatory justification therefor. Provided the additional funding requested does not exceed ten percent (10%) of the overall annual budget, the Officers of the Association shall, within seven (7) days from receipt of the request, advise the Chairman of the Marketing Committee of their decision.

D. A request from the Marketing Committee Chairman to the Officers of the Association for additional funding beyond ten percent (10%) of the overall annual budget shall be referred by the Officers of the Association to the full Managing Committee for decision.

E. It is understood that all requests for additional funding shall not be committed unless and until written approval has been obtained.

F. It is further understood that the Marketing Committee's overall budget shall be regarded as an expense budget, not a revenue budget. That is, additional revenue which may be derived by way of new Member Companies or by way of investment earnings shall not be used to balance the budget nor should they be considered available for any additional spending.

5. COMPLIANCE WITH LAW

The Member Companies agree to comply with applicable governmental laws related to the operation of CLIA.

APPENDIX B (CONTINUED)6. MEMBER COMPANIES' FEES

This glossary is to ensure a common understanding by all concerned of the several fees applicable to a CLIA Member Company. When the subject of the Members' fees is addressed either orally or in writing, use of the proper term only will assure continued understanding by all parties.

1. ADMISSION FEE -

A one-time charge applied to a Member Company as a "buy-in" of its equity in the Association's activities. The amount of this charge shall be as determined from time to time by the Managing Committee. At present, the level of the Admission Fee is one and one-half times the Minimum Fee.

2. ANNUAL BASIC FEE -

An annual uniform sum payable by all Member Companies as the first of two portions of their Current Assessment. The annual Basic Fee does not apply to an applicant company during its first partial year of Membership but will take effect as of the ensuing calendar year. The level of this fee shall be as determined from time to time by the Managing Committee, and at present is \$3,000.00 per Member.

3. ANNUAL SUPPLEMENTAL FEE -

Each Member Company's proportional share of the Association's total annual operating budget after deduction of the collective Annual Basic Fees. Such share is determined via a formula consisting of three elements, i.e., number of lower beds per ship, number of annual operating days per ship, and percentage of annual sales expected to be made in North America per ship. This fee is the second of two portions of each Member Company's Current Assessment. The Annual Supplemental Fee for an applicant shall be determined as though such applicant were a Company Member for the full calendar year. However, the actual amount of such fee shall be pro-rated from its actual effective date of Membership.

The three formula factors referred to above are interpreted as follows:

APPENDIX B (CONTINUED)

A. TOTAL NUMBER OF LOWER BEDS - This figure should represent the total number of lower beds indicated in the current brochure of the Member Company or Applicant. It should not be determined by the number of beds that are expected to be sold during the calendar year. Expressions such as "Queen", "King" or "Oversize" beds are regarded as two (2) lowers and the word "Sofa" is regarded as one (1) lower. The only exception would be in instances of cabin reconfigurations which have not been reflected in the Line's latest brochure.

B. OPERATING DAYS - This figure should represent the total number of days in a calendar year during which the ship will be earning revenue via passenger occupancy, including occupancy via charter. In most instances, the figure should be 365 less drydock days and dead-head days or turn-around days which exceed 24 hours and during which no passengers are embarked.

C. EXPECTED PERCENT OF SALES - This figure should represent the best estimate of the Member Company of where its sales for the calendar year will be made, i.e., the percent expected from North America versus the percent expected from elsewhere. For purposes of this clarification, North America includes Canada, the fifty United States, Mexico, the countries of Central America and the island countries or United States possessions or territories in the Caribbean.

4. CURRENT ANNUAL ASSESSMENT -

Each Member Company's total annual contribution which is made up of two portions, i.e., its Annual Basic Fee and its Annual Supplemental Fee. The total of all Current Annual Assessments will equal the Association's annual operating budget. In respect of an Applicant, its initial Current Annual Assessment will be the sum of its Admission Fee and its pro-rated Annual Supplemental Fee which will create income for the Association in excess of the annual operating budget.

5. MINIMUM ANNUAL FEE -

In no event shall a Member Company's Current Annual Assessment be less than the Minimum Annual Fee. This minimum shall be as determined from time to time by the Managing Committee. At present a Member Company's minimum Annual Fee is \$12,000.00, which can create income for the Association in excess of the annual operating budget. The Minimum Annual Fee is not applicable to an applicant cruise company during its first partial year of Membership.

APPENDIX B (CONTINUED)6. CURRENT ANNUAL ASSESSMENT ADJUSTMENTS -

At the close of each calendar year each Member Company will advise the Association of any changes during the year just ended in respect of the number of lower beds per ship, the number of annual operating days per ship, and the percentage of sales actually made in North America (versus the expected percentage). The Association will recalculate each Member Company's Current Annual Assessment and will apply a credit or debit, as appropriate, to the Current Annual Assessments for the ensuing calendar year. The Current Annual Assessment of an applicant cruise company will not be adjusted during its first partial year of Membership.

7. ADDITIONAL ANNUAL FUNDING -

From time to time the Marketing Committee may discover training and/or promotional opportunities or the expansion of existing programs which it proposes to have funded after the annual operating budget has been approved by the Managing Committee. Such funding can be assumed provided the level of the then current total annual operating budget is not increased by more than five percent (5%).

In instances when the then current annual operating budget will be increased by more than five percent (5%), but not more than ten percent (10%), approval by the officers of the Association is required. In instances when the then current total annual operating budget is increased by more than ten percent (10%), approval by the Managing Committee is required. In either instance, a Member Company is not obliged to participate either in the added expanded program or in its funding. The Additional Annual Funding required will be apportioned amongst the participating Member Companies on the same basis as the Annual Supplemental Fee, or as otherwise may be agreed by them. An applicant cruise company may or may not choose to participate in the added program and will be charged accordingly.